



County of San Bernardino

F A S

**STANDARD
CONTRACT**

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code HIGHDES179	SC Dept. ADS	A Contract Number
County Department Behavioral Health		Dept. ADS	Orgn. ADS
Contractor's License No.			
County Department Contract Representative Armand Freitas		Telephone (909) 421-9460	
Total Contract Amount \$131,419			
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason: _____			
Commodity Code		Contract Start Date 07/01/2003	Contract End Date 06/30/2004
Original Amount \$131,419		Amendment Amount	
Fund AAA	Dept. ADS	Organization ADS	Appr. 200
Obj/Rev Source 2445		GRC/PROJ/JOB No. \$131,419	
Fund	Dept.	Organization	Appr.
Obj/Rev Source		GRC/PROJ/JOB No.	
Fund	Dept.	Organization	Appr.
Obj/Rev Source		GRC/PROJ/JOB No.	
Project Name Alcohol and Drug Prevention Services		Estimated Payment Total by Fiscal Year	
		FY 03-04	Amount \$131,419
		I/D	
		FY	Amount
		I/D	
Contract Type – 2(b)			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

High Desert Child Adolescent and Family Services

hereinafter called Contractor

Address

16248 Victor Street

Victorville, CA 92392

Telephone

(760) 243-7151

Federal ID No. or Social Security
No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide alcohol and/or drug services in accordance with the requirements of the Health and Safety Code, Division 10.5, Parts 2 and 3; and Title 22 of the California Code of Regulations and related directives as they pertain to Medi-Cal; and

WHEREAS, Contractor is willing to furnish such services upon the terms hereinafter set forth;

WHEREAS, this Agreement is authorized by one of the following Sections of the Health

and Safety Code: 11812(b); 11796.1; 11991.6(a);

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto do mutually agree as follows:

TABLE OF CONTENTS

I.	DEFINITION OF TERMINOLOGY	4
II.	CONTRACT SUPERVISION	5
III.	ADMINISTRATIVE PROCEDURES	5
IV.	FORMER COUNTY OFFICIALS	6
V.	INDEPENDENT CONTRACTOR STATUS	7
VI.	INDEMINIFICATION AND INSURANCE.....	7
	1. Indemnification.....	7
	2. Insurance	7
	a. Worker's Compensation	7
	b. Comprehensive General and Automobile Liability Insurance	8
	c. Errors and Omissions Liability Insurance	8
	d. Professional Liability.....	8
	3. Additional Named Insured.....	8
	4. Waiver of Subrogation Rights.....	9
	5. Policies Primary and Non-Contributory	9
	6. Proof of Coverage.....	9
	7. Insurance Review	9
VII.	FEE ASSESSMENT AND COLLECTION.....	10
	1. Drug Programs.....	10
	2. Alcohol Programs.....	11
VIII.	CONFIDENTIALITY.....	12
IX.	NONDISCRIMINATION	12
	1. General.....	12
	2. Handicapped	13
	3. Contract Compliance	13
	4. Sexual Harassment.....	13
	5. Cultural and Linguistic Competency.....	13
X.	DRUG FREE WORKPLACE.....	14
XI.	PERSONNEL	16
XII.	PERFORMANCE.....	16

XIII.	FUNDING	17
XIV.	ACCOUNTABILITY – REVENUE	19
XV.	AUDITING AND EXCEPTIONS	19
XVI.	FINAL SETTLEMENT – AUDIT	21
XVII.	SPECIAL REPORTS	22
XVIII.	DURATION AND TERMINATION	22
XIX.	FINAL CLAIM	23
XX.	ASSIGNMENT	23
XXI.	CONCLUSION	24

ATTACHMENTS

Schedule A	Allocations for Service Modality
Addendum A-1	Agreement for Federal Block Grant
Addendum A-2	Agreement for Substance Abuse Prevention Services
Addendum A-3	Agreement for Outpatient Services
Addendum A-4	Agreement on Union Organizing

I. DEFINITION OF TERMINOLOGY

1. Wherever in this document, and in any attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
2. **Definition of May, Shall and Should.** Whenever in this document the words "may", "shall" and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.
3. The term "ADS" refers to the County Department of Behavioral Health, Alcohol and Drug Services.
4. The term "unit of service" means a person-to-person contact, regardless of time, which results in a record of therapeutic experience in a patient's chart. Telephone contacts are not a reportable unit of service.
5. The term "service hour" refers to the time spent by Contractor staff to deliver alcohol/drug program services.
 - a. With respect to alcohol/drug prevention services, a service hour includes staff time spent in performing prevention services as well as travel time and time spent in preparing substance abuse prevention literature and mass media advertisements. Time spent in developing or establishing program objectives and methodologies, preparing for presentations or in performing other administrative functions is excluded from the service hour definition.
 - b. With respect to alcohol/drug treatment services, a service hour includes staff time spent conducting client visits, collateral visits, and group treatment sessions. Time spent staffing client charts and documenting treatment sessions in the charts is also included in the service hour definition. Other administrative time, such as scheduling appointments, is excluded from the service hour definition.

II. CONTRACT SUPERVISION

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide in writing to the County the names of the persons who are authorized to represent the Contractor in this contract.

III. ADMINISTRATIVE PROCEDURES

1. Contractor agrees to adhere to all applicable provisions contained in the **ADS Manual for Contract Agencies**, which is made a part hereof by this reference. A copy of said document has been provided to the Contractor. In agreeing to the terms of this contract, Contractor acknowledges full understanding of the provisions of the referenced documents and agrees to operate the respective alcohol and/or drug programs in accordance with the provisions of the documents and the provisions of this contract. At the option of the County, changes may be made during the contract period to the **ADS Manual for Contract Agencies**. Such changes, when made, will be binding on the Contractor.
2. Contractor, if receiving Medi-Cal funding, shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to the County and staff assignments for quality improvement and coordination duties.
3. Contractor agrees that no part of any federal funds provided under this contract shall be used to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations.
4. Contractor agrees that no part of any federal funds provided under this contract shall be used to pay the salary of an individual at a rate in excess of \$166,700 per year.

5. Contractor shall not use any state or federal funds to provide direct, immediate or substantial support to any religious activity.
6. If Contractor is not licensed or certified by the State, Contractor shall submit organizational documents to County within 30 days of execution of this contract, or within 90 days of annual renewal or continuation of this contract, or when there has been a change in name or ownership. Organizational documents shall include Contractor's Articles of Incorporation or Partnership Agreements, business licenses, fictitious name permits, and such other information and documentation as may be requested by County.

IV. FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's Staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

V. INDEPENDENT CONTRACTOR STATUS

Contractor understands and agrees that the services performed hereunder by its officers,

agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of County. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this contract shall be provided by Contractor in providing the contracted services. County equipment, excess to the needs of the County, may be provided to the Contractor in support of performance of this contract at a cost to be determined by the County.

VI. INDEMNIFICATION AND INSURANCE

1. **Indemnification** - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized agents, officers, volunteers and employees from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. **Insurance** - Without in any way affecting the indemnity provided and in addition thereto, the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
 - a. **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered

by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
 - d. **Professional Liability** - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. **Additional Named Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
4. **Waiver of Subrogation Rights** - Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, volunteers, employees, agents, contractors and subcontractors.
5. **Policies Primary and Non-Contributory** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. **Proof of Coverage** - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage,

including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and endorsements.

7. **Insurance Review** - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

The County agrees to indemnify and hold harmless the Contractor and its authorized agents, officers, volunteers and employees from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of the County, its officers, employees, agents or volunteers in connection with performance of this Agreement.

VII. FEE ASSESSMENT AND COLLECTION

1. **Drug Programs.** Client fees shall be charged for treatment services provided under the provisions of this Agreement based upon the client's financial ability to pay for service. Fees charged shall approximate estimated actual cost of providing services, and no person shall be excluded from receiving services based solely on lack of financial ability to make payment toward the cost of providing services. The fee system must be in writing and shall be a matter of public record. In establishing fees to clients, a fee system shall be used which conforms to the following guidelines and criteria as prescribed in Section 11991.5 of the California Health and Safety Code:

- a. The fee system shall be equitable.
- b. The fee charged shall not exceed the actual cost of providing services.
- c. The fee system shall consider the client's income and expenses.
- d. The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (1) Fee assessment schedules and collection records.
- (2) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

2. **Alcohol Programs.** In compliance with Section 11841 of the California Health and Safety Code:

- a. The Contractor shall set fees and follow fee assessment and collection practices that promote recovery from problem drinking, provided that the method of establishing such fees and methods of collection practice will not result in the denial or withholding of alcohol services because of the client's inability to pay for such services. The fee requirements shall not apply to prevention and early intervention activities.

- b. The Director or designee shall approve the Contractor's fee assessment system, which shall describe how the Contractor charges fees and which must take into consideration the Client's income and expenses. The fee system must be in writing and shall be a matter of public record. A fee system shall be used which conforms to the following guidelines and criteria:

- (1) The fee system shall be equitable.
- (2) The fee charged shall not exceed the actual cost of providing services.
- (3) The fee system shall consider the client's income and expenses.
- (4) The fee system shall be approved by the Director or designee.

To ensure an audit trail, Contractor shall maintain all of the following records:

- (a) Fee assessment schedules and collection records.
- (b) Documents in each client's file showing client's income and expenses, and how each was considered in determining fees.

VIII. CONFIDENTIALITY

1. Contractor shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations Part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
2. No list of persons receiving services under this contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
3. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. Contractor is a covered entity in accordance with HIPAA regulations (45 CFR § 160.103). Accordingly, Contractor is mandated to comply with the HIPAA Privacy Rule standards, requirements, and implementation specifications codified in 45 CFR Parts 160 and 164. Contractor will disclose Protected Health Information to appropriate County of San Bernardino personnel for the purposes of treatment, payment, and health care operations in accordance with 45 CFR § 164.506.

IX. NONDISCRIMINATION

1. **General.** Contractor agrees to serve all persons without regard to race, color, sex, religion, national origin or ancestry, pursuant to Civil Rights Act of 1964, as amended, (42 USCA Section 2000 d) and Executive Order #11246, September 24, 1965, as amended, Age Discrimination Act of 1975 (42 USC 6101), Rehabilitation Act of 1973 (29 USC 794), Title 45, Code of Federal Regulations, Part 84.6; and provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.)
2. **Handicapped.** Contractor agrees to comply with the Americans with Disabilities Act

of 1990, (42 U.S.C. 12101 et. seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.

3. **Contract Compliance.** Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VI of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County ESBE Policy No. 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Manager of the County of San Bernardino at (909) 387-2139.
4. **Sexual Harassment.** Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
5. **Cultural and Linguistic Competency.** Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.
 - a. The Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for the provision of appropriate and effective substance abuse treatment services.
 - b. There is recognition by the DBH that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards

the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. The provision of medically necessary specialty substance abuse treatment in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective substance abuse treatment. Providing services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost-effective.

c. To assist the Contractor's efforts towards cultural and linguistic competency:

- (1) DBH shall provide technical assistance to the Contractor regarding cultural competency implementation.
- (2) DBH shall provide demographic information to Contractor on service area for services planning.
- (3) DBH shall provide cultural competency training for Department and Contractor personnel. Contractor staff are encouraged to attend at least one cultural competency training per year.
- (4) DBH shall provide interpreter training for Department and Contractor personnel.
- (5) DBH shall provide technical assistance for Contractor in translating substance abuse treatment information to Spanish.

X. DRUG FREE WORKPLACE

By signing this contract the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.), and the Pro-Children Act of 1994, and will provide a drug free workplace by taking the following actions:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
2. Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the work place;
 - b. The person's or organization's policy of maintaining a drug-free work place;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355 (c), that every employee engaged in the performance of the contract:
 - a. Be given a copy of the Contractor's drug-free policy statement; and
 - b. As a condition of employment on the contract, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:
 - a. The Contractor has made false certification, or

- b. The Contractor has violated the certification by failing to carry out the requirements as noted above.

XI. PERSONNEL

1. Under the terms of this contract, the Contractor is an independent contractor, and therefore neither the staff nor employees of the Contractor are, nor shall they become, employees of the County. Contractor staff and employees shall not be entitled to any rights, privileges or benefits provided to County employees.
2. Contractor shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Contractor shall perform, which services are described in such addenda as may be attached hereto and/or in the **ADS Manual for Contract Agencies**.
3. Contractor certifies that neither it nor its principles is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the Contractor is unable to certify to any of the aforesaid, such Contractor shall attach an explanation to this contract.

XII. PERFORMANCE

1. Recovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her substance abuse. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's

choices and responsibilities. Recovery programs by design may employ credentialed personnel and/or others with expert knowledge and experience in the alcohol and other drug treatment and recovery field.

2. It is believed that all clients can recover, even if that recovery is not complete. The Recovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma”, improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.
3. Under this Agreement Contractor shall provide those services which are dictated by attached addenda and/or exhibits. Contractor agrees to be knowledgeable in and apply all pertinent Federal and State laws and regulations as referenced in the body of this Agreement, and the **ADS Manual for Contract Agencies**. In the event information in the attachments conflicts with the basic Agreement, then information in the attachments shall take precedence to the extent permitted by law.

XIII. FUNDING

1. This Agreement is contingent upon sufficient funds being made available by Federal, State and/or County governments for the term of the Agreement.
2. The maximum annual financial obligation of County under this Agreement shall not exceed the sum of One Hundred Thirty-One Thousand, Four Hundred Nineteen Dollars (\$131,419). The maximum financial obligation is further limited by fiscal year, funding source, and service modalities as delineated on the attached Schedule(s) A. Funds may not be transferred between funding sources nor modes of services without the prior written approval of the Director or designee.
3. Contractor will determine, on a case by case basis, client eligibility for or entitlement to any and all of the funding streams used by the County for these services, as identified in the **ADS Manual For Contract Agencies**, to pay for services under

the terms and conditions of this contract and will bill County for those services pursuant to the instructions in the **ADS Manual For Contract Agencies.**

4. The Contractor shall be entitled to reimbursement for Drug/Medi-Cal units of service based on the lesser of actual cost, the Contractor's usual and customary charge to the general public for the same or similar service, or the rates established annually by the State Budget Act.
5. The Contractor shall be entitled to reimbursement for all other units of service, for which there is budget, based on actual cost after deducting reportable revenues as defined in paragraph 7 below.
6. Contractor will only be paid for reimbursable services entered correctly into the San Bernardino Information Management On-line Network (SIMON) System. Services must be entered into SIMON no later than thirty (30) days from date of service.
7. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.
8. In no instance will the Contractor be reimbursed more than the actual net cost of delivering services under this contract.
9. In the event of a reduction of County's allocation of federal, state or county funding for alcohol and/or drug programs, Contractor agrees to accept a reduction in funding under this contract to be determined by the County.
10. The Contractor agrees to accept a reduction of the dollar value of the contract, at the option of the County, if the projected fiscal year savings for Fiscal Year 2003/2004 based on claims submitted through December 31, 2003 are more than 5% of the net annual amount of the contract by service modality.

11. At the County's option, the contract may be amended if the service hours performed during the period of July 1, 2003 through December 31, 2003, as reported on monthly service reports are less than 90% of the service hours budgeted by the Contractor for the period July 1, 2003 through December 31, 2003 in its budgetary submission to the County in support of the contract.

XIV. ACCOUNTABILITY - REVENUE

Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Contractor.

XV. AUDITING AND EXCEPTIONS

1. Contractor agrees to maintain and retain all appropriate service records for a period of at least seven (7) years and financial records for a period of at least five (5) years, or until audit findings are resolved, whichever is later.
2. Contractors which use audit firms shall require such firms to permit access by the State to the working papers of the audit firm, and copies of said papers shall be made available to the State and County as is reasonable and necessary.
3. Financial records shall be kept by Contractor so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
4. Contractor agrees to furnish duly authorized representatives from County or State access to client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services to the extent permitted by Title 42, CFR, Part 2. In any other situation wherein records are being accessed, Contractor agrees to obtain from the persons seeking access a

confidentiality statement similar to that set forth in Welfare and Institutions Code 5328(e). The refusal of a Contractor to permit access to and inspection of books, records, and facilities as described in this part may result in immediate termination of this agreement by the County.

5. If results of an audit or on-site review indicate that funds reimbursed to Contractor under this Agreement were in excess of supported actual costs of furnishing the services, the difference shall be reimbursed to the County by the Contractor.
6. If results of an audit or on-site review indicate that service hours reported by the Contractor are not documented in accordance with the State of California Alcohol and/or Other Drug Program Certification Standards, July 1, 1999, reimbursement shall be made by the Contractor to the County, at the County's option, on the basis of the number of undocumented service hours times the cost per service hour for the month in which the undocumented service hours were reported to the County.
7. Reimbursement to the County by the Contractor, under Subparagraphs 5 and 6 above, will be made using one of the following methods, which shall be at the election of the County:
 - a. Cash payment of total.
 - b. Cash payments on a monthly schedule of reimbursements. Failure to remit scheduled payments, at the County's option, may result in demand for immediate payment of balance due in full or immediate termination of this contract.

XVI. FINAL SETTLEMENT - AUDIT

Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:

1. The audit shall be performed in accordance with OMB Circular A-133 (revised June

24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.

2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with the provisions of OMB Circular A-133 can be charged to applicable Federal awards. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

XVII. SPECIAL REPORTS

Contractor agrees to submit reports as stipulated by the Director, ADS, together with monthly claims to the address listed below:

Department of Behavioral Health
Alcohol and Drug Services
700 East Gilbert Street
San Bernardino, CA 92415-0920
ATTENTION: ADS FISCAL CLERK

XVIII. DURATION AND TERMINATION

1. The term of this Agreement shall be from July 1, 2003 through June 30, 2004, inclusive.
2. This Agreement shall be terminated in writing immediately by the Director, with no prior notice, due to non-availability of funds under any appropriate State law or if the appropriate office of the State of California does not approve it as subject for reimbursement under the appropriate act or public law.
 - a. Either the Contractor or the Director may terminate the Agreement for any reason or no reason at any time by serving thirty (30) days' written notice upon the other party. It may likewise be terminated without thirty (30) days' notice by the mutual written concurrence of both the Contractor and Director.
 - b. The Director may terminate this contract immediately upon serving written notice to the Contractor if the Contractor is found to be in substantial noncompliance, as determined by the Director, with any or all of the terms of the contract. The Director may terminate this contract in the same manner when there are indications of fraud or misuse of funds by Contractor.
 - c. In the event Contractor terminates this contract, Contractor shall furnish the County, upon request, all client information and documents deemed necessary by the County to effect an orderly transfer to another facility for services, if such transfer becomes necessary.

XIX. FINAL CLAIM

In the event this Agreement is terminated, the last reimbursement claim will be submitted within ninety (90) days after the Contractor discontinues operating under the terms of this Agreement. When such termination occurs, the County will conduct a final audit of Contractor within the ninety (90) day period following the termination date, and final reimbursement to Contractor by County shall not be made until audit results are known and all accounts are reconciled. No claims for reimbursement will be accepted after the ninetieth (90th) day following the date of contract termination.

XX. ASSIGNMENT

1. This contract shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
2. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XXI. CONCLUSION

1. This Agreement, consisting of twenty-four (24) pages, Schedule A, and Addenda A-1 through A-4 inclusive, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions and benefits.
2. In Witness Whereof, Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, the month and year first above written.

- - - - - END OF AGREEMENT - - - - -

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

High Desert Center, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 16248 Victor Street
Victorville, CA 92392

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keved Bv

SCHEDULE A

PROVIDER NAME AND NUMBER HIGH DESERT FAMILY CENTER - 3634
SERVICE MODALITY PREVENTION and OUTPATIENT MEDI-CAL
FACILITY LOCATION
FISCAL YEAR 2003-2004

Funding Source and Service Modality	Expenses	Revenue	Net Amount	Service Hours	Individual Units	Group Units
Block Grant						
Prevention	\$104,275		\$104,275	4,410		
Recovery Center						
TOTAL	\$104,275		\$104,275	4,410		
Medi-Cal and Block Grant						
Drug Court						
Treatment						
*Case Management						
TOTAL						
Medi-Cal						
Treatment	\$27,144		\$27,144		153	507
TOTAL	\$27,144		\$27,144		153	507
<hr/>						
<hr/>						
GRAND TOTAL	\$131,419		\$131,419	4,410	153	507

*Case Management services are not Drug Medi-Cal billable.

AGREEMENT FOR FEDERAL BLOCK GRANT

CONTRACTOR NAME: HIGH DESERT CENTER, INC.

The following modes of service are funded with Federal Block Grant funds:

- Outpatient
- Prevention

SPECIAL PROVISIONS FOR FEDERAL FUNDED PROGRAMS

1. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.
2. Contractor when serving intravenous drug users (IDU's) shall do outreach activities for the purpose of encouraging individuals in need of treatment for drug and/or alcohol abuse to undergo such treatment.
3. Contractor when treating IDU's agree to admit, on a priority basis, HIV-positive individuals and to advise all individuals seeking treatment of the priority. Individuals seeking treatment shall not, however, be required to disclose whether they are HIV-positive.
4. The Contractor agrees to give preferences in admission for treatment to pregnant women seeking, or referred for, services and who would benefit from them. In the event of insufficient capacity in a facility, the Contractor shall: refer pregnant women to another program with an available treatment slot; or provide interim services within 48 hours of initial request until treatment becomes available.
5. The Contractor agrees to ensure that, to the maximum extent practicable, each individual who requests and is in need of treatment for drug abuse is admitted to a program within 14 days after making the request. If placement cannot occur within 14 days of the request, the Contractor agrees to ensure that: interim services will be made available within 48 hours of the request; and, placement will occur within 120 days of the request.
6. The Contractor agrees to ensure that directly, or through arrangement with another agency, routine tuberculosis services are made available to each individual receiving treatment. If an individual is denied admission due to lack of capacity, the individual will be referred to another provider of tuberculosis services. Tuberculosis services consist of counseling, testing, and treatment.

7. The Contractor agrees that data will be maintained re: interim services, TB, pre-/post-test results, and HIV services. A report which will include aggregate data will be filed with the County Alcohol and Drug Services (ADS) and State ADP monthly.
8. The Contractor agrees to report information regarding program capacity and waiting list by submitting a Drug Abuse Treatment Access Report (DATAR) to the California State Department of Alcohol and Drug Programs and the County ADS monthly.
9. The Contractor agrees to comply with all County/Provider Block Grant Re-authorization Guidelines.

---END OF ADDENDUM---

AGREEMENT FOR SUBSTANCE ABUSE PREVENTION SERVICES

CONTRACTOR NAME: HIGH DESERT CENTER, INC.

Generally, the Contractor agrees to:

1. Employ qualified prevention professional(s) with appropriate background/experience and/or education. Resume(s) of prevention professional(s) must be forwarded to the Prevention Coordinator at Alcohol and Drug Services (ADS).
2. Establish a schedule for each prevention professional who will provide prevention services within the region. The schedule will be followed, and a copy of the referenced schedule will be forwarded to the ADS Prevention Coordinator no later than the 25th day preceding the month of service.
3. Obtain a written letter of agreement from the Governing Board in the school district to which services are provided, and forward a copy to the ADS Prevention Coordinator.
4. Submit a Prevention Data Report, on approved prevention program forms, to the ADS Prevention Coordinator no later than the 10th calendar day of the month following the month being reported.
5. Ensure that the prevention professional(s) attend the regularly scheduled meetings at ADS.
6. Establish performance-based approaches to program(s) and service(s) in accordance with federal mandates in support of the Substance Abuse Prevention and Treatment (SAPT) and Safe and Drug-Free Schools and Communities Act (SDFSCA).

Specifically, the Contractor agrees to:

1. Provide Assessment of Needs with Data
Through the use of data relevant to specific communities, identify at risk and under-served populations and their environmental risks related to alcohol and other drugs.
2. Prioritize and Commit to Purpose
Through local or regional advisory bodies (coalitions), establish prevention priorities for the assessed needs; provide a sound validation for the selection of priorities; identify the benefits; provide evidence that identified priorities and desired outcomes are culturally relevant to priority populations.
3. Determine Outcome Objectives and Measurements
Establish the desired goal/desired outcome, objectives, and actions using well-defined terms. Determine the “who, what, where, when and how” that will attain

these. Specify how prevention actions will be measured to monitor interim and final results.

4. Use Proven Prevention Strategies

Select prevention activities/services based on identified theories or practices supported by evaluation/research evidence that substantiates that these actions are, or promise to be, effective for attaining the desired outcome; select or adapt actions to assure they are culturally relevant in the intended populations and communities.

5. Evaluate Measured Results

Use goal and objective measurements to assess steps toward achieving the desired outcome as well as the final results; apply this data to continuously refine, strengthen, and sustain the prevention effects.

----- END OF ADDENDUM -----

AGREEMENT FOR OUTPATIENT SERVICES

CONTRACTOR NAME: HIGH DESERT CENTER, INC.

A. The Contractor shall provide outpatient drug-free services as defined herein to San Bernardino County residents.

B. FACILITY LOCATIONS:

The Contractor shall provide the above services in and from the following address(es):

16248 Victor Street
Victorville, CA 92392

C. SERVICE DESCRIPTION:

The Contractor shall provide outpatient drug-free services in accordance with the following description:

- (1) The San Bernardino County Department of Behavioral Health, Alcohol and Drug Services has implemented a coordinated network of substance abuse prevention, treatment and recovery services which are provided through contractors. Each contractor agrees that every effort shall be made to make all services available through the coordinated network including its various levels of care: prevention, residential social model, detoxification, outpatient, intensive outpatient, residential, intensive residential, and methadone maintenance.
- (2) Each contractor further agrees to provide all potential clients access to this network of services and system of care through a consistent evaluation process and computerized system-wide management information system.

D. SPECIFIC RESPONSIBILITIES:

- (1) Outpatient drug-free services are designed to achieve progressive changes in an individual's thinking and alcohol or other drug using behavior in order to prevent relapse. To accomplish this, the service must address major lifestyle, family, attitudinal and behavior issues which can undermine the goals of treatment or inhibit the individual's ability to cope with major life tasks without the non-medical use of psychoactive substances. Such outpatient care involves regular contact with the client for a period of time not to exceed six months to meet discharge criteria appropriate to this level of care.
- (2) Outpatient drug-free treatment service is provided in regularly scheduled face-to-face therapeutic sessions. Such services may include:
 - a) individual counseling

- b) group counseling
 - c) family counseling
 - d) long-term support for relapse prevention
(This includes what is traditionally known as continuing care or aftercare.)
- (3) Intensive outpatient treatment affords the client the opportunity to remain in his/her existing environment (e.g., social, vocational, familial) while still benefiting from a therapeutic structured program. It is a non-residential service consisting of multiple face-to-face therapeutic contacts per week for clients who cannot maintain stability over a 72-hour period.

E. SERVICE COORDINATION AND QUALITY ASSURANCE

Alcohol and Drug Services shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information made available through the computerized management information system. The Contractor shall ensure that each client receives service at the appropriate level of care as determined by the Admission, Continued Stay and Discharge Criteria for the Continuum of Care of Substance Abusers published by SBCDBH Alcohol and Drug Services in November 1996, a copy of which has been provided to the Contractor. The Contractor may appeal any recommended service modality and/or level of care through the Authorization and Review Committee as further described in the above-mentioned November 1996 document.

- F. The Contractor shall establish day care habilitative services according to STANDARDS FOR DRUG ABUSE TREATMENT PROGRAMS, dated October 21, 1981, published by the State of California, Department of Alcohol and Drug Programs, and the ADS Manual for Contract Agencies, dated March 1994. The Contractor shall maintain accurate and adequate client records, including treatment plans, counseling notes, medical records, and other data affecting clients' treatment, according to standards identified therein. These documents will be retained for at least seven (7) years after clients have been discharged from the program.

--- END OF ADDENDUM ---

AGREEMENT ON UNION ORGANIZING

CONTRACTOR NAME: HIGH DESERT CENTER, INC.

Contractor, by signing this Contract, hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this Contract.

1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
2. No state funds received under this Contract will be used to assist, promote or deter union organizing.
3. Contractor will not, for any business conducted under this Contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

---END OF ADDENDUM---